

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B4400528

PRINT DATE: 05/15/14

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1522299337
CHESAPEAKE STRATEGIES GROUP INC
28860 ALMSHOUSE RD

OXFORD, MD 21654
(410) 476-9750

REFER QUESTIONS TO:

TOLULOPE OLOJO
(410) 767-4605 EXT 9999
TOLULOPE.OLOJO@MARYLAND.GOV

ITB: 001IT819419

EXPR DATE: 06/01/17
POST DATE: 05/15/14

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: 325,380.48

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

H00 FY14 33561 0823 \$9,038.35
H00 FY15 33561 0823 \$108,460.16
H00 FY16 33561 0823 \$108,460.16
H00 FY17 33561 0823 \$99,421.81

ORIGINAL FUND CERTIFICATION

THE BLANKET PURCHASE ORDER ISSUED AS A RESULT OF THE INVITATION TO BID AND ANY SUBSEQUENT AMENDMENTS OR MODIFICATIONS ISSUED RELEVANT TO THE ITB OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS AND SPECIFICATIONS ISSUED WITH THE ITB AND ARE INCORPORATED AND IN AND MADE PART OF THE BPO.

THE STATE RESERVES THE RIGHT TO ADJUST THE SCOPE OF WORK PROVIDED IN THE SPECIFICATION IN ORDER TO KEEP EXPENDITURES WITHIN AUTHORIZED APPROPRIATIONS.

PLEASE RETAIN SECTIONS A, B, C (AND D, IF PROVIDED) FOR FUTURE REFERENCE.

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PAGE: 02

| <u>LINE #</u> | <u>STATE ITEM ID</u> | <u>U/M</u> | <u>UNIT COST</u> |
|---------------|----------------------|------------|------------------|
| 0001 | 99046-GRDURM | LT | 12.3700 |

SECURITY GUARDS SERVICE

PROVIDE UNARMED UNIFORMED GUARDS FOR GUARD SERVICES AT THE DEPARTMENT OF GENERAL SERVICES, J. LOUIS BOUBLITZ DISTRICT COURT MULTI-SERVICE CENTER, LOCATED AT 36 W. ANTIETAM STREET, HAGERSTOWN, MD 21740 FOR A PERIOD OF THREE (3) YEARS BEGINNING JUNE 1, 2014 THROUGH MAY 31, 2017, IN ACCORDANCE WITH THE TERMS, CONDITIONS, REQUIRED CONTRACT PROVISIONS AND SPECIFICATIONS.

REGULAR GUARD HOURS - 20,040 HOURS @ 11.40/HR
TOTAL \$228,456.00

| | | | |
|------|--------------|----|---------|
| 0002 | 99046-GRDURM | LT | 12.3700 |
|------|--------------|----|---------|

SECURITY GUARDS SERVICE

PROVIDE ONE (1) UNARMED UNIFORMED SECURITY GUARD SUPERVISOR FOR GUARD SERVICES FOR THE DEPARTMENT OF GENERAL SERVICES, J. LOUIS BOUBLITZ DISTRICT COURT MSC, LOCATED AT 36 W. ANTIETAM STREET, HAGERSTOWN, MD 21740 FOR A PERIOD OF THREE (3) YEARS BEGINNING JUNE 1, 2014 THROUGH MAY 31, 2017, IN ACCORDANCE WITH THE TERMS, CONDITIONS, REQUIRED CONTRACT PROVISIONS AND SPECIFICATIONS.

SUPERVISOR - 6,264 HOURS @ \$11.63/HR
TOTAL - \$72,850.20

END OF ITEM LIST

FEDERAL TAX IDENTIFICATION # - 1522299337
MD GUARD LICENSE NUMBER 106-2767, EXPIRES JULY 31, 2015
SBR# - SB12-9568

***** LAST PAGE *****

AUTHORIZED BY: _____



BUYER AUTHORIZED DESIGNEE

DATE: 8/15/14

SECTION C – SPECIFICATION
Maryland Department of General Services
J. Louis Boulblitz District Court – Guard Services
eMarylandMarketplace Solicitation # 001IT819419
Small Business Reserve (SBR) only solicitation

1. BACKGROUND

This Uniformed Guard Contract pertains to the J. Louis Boulblitz District Court Building, which is located at 36 West Antietam Street, Hagerstown, Maryland 21740 and is managed under the authority of the Department of General Services, Facilities Operations an agency of the State of Maryland:

2. SCOPE OF WORK

The Contractor shall develop a security management plan and furnish all labor, supplies and uniforms necessary to provide the uniformed guard service to the J. Louis Boulblitz District Court Building, Washington County District Court Facilities, in strict conformance with the methods and conditions herein specified.

3. TERM OF CONTRACT

The contract shall be for a period of three (3) years and beginning May 1, 2014 through April 30, 2017.

4. PRE BID CONFERENCE

Each bidder is encouraged to attend the scheduled pre bid conference, although it is not mandatory (See Section A, Paragraph 7). **The pre bid conference is scheduled for February 25th at 10:00 a.m. at the J. Louis Boulblitz District Court Building, 36 W. Antietam Street, Hagerstown, Maryland 21740. Bidders are instructed to proceed to the District Court 2nd Floor Conference Room.** At the scheduled pre bid conference each bidder will be permitted to examine the building, familiarize himself/herself with the full nature and extent of the work and obtain answers to questions about or clarifications of the contract. It is the sole responsibility of the Contractor to familiarize himself/herself fully with the building and the contents of these specifications. Failure to do so does not relieve the successful bidder from his obligations to comply with all aspects of this Bid package for the amount he/she specifies as his/her bid. **As part of a responsibility determination, bidders may be required to schedule a site visit with the contact person identified on the ITB to inspect specific conditions at the facility in detail to ascertain that their bid price represents the scope of work identified in the bid document.** For more site visit information, contact Mel Kendle at (240) 420-4681 and Delbert Stalling at 4104557820.

5. NUMBER OF GUARDS AND GUARD SCHEDULES

5.1 For purposes of this agreement, the work week shall commence with shifts beginning at 12:01 a.m. on Sunday and end the following Saturday at 12:00 midnight.

5.2 The number of uniformed guards and schedule of service shall be as follows:

Standard schedule, Monday through Friday, except holidays:

| | | |
|------------|------------------------|--------------------------------|
| Watch - 1: | 7:00 a.m. - 3:00 p.m. | On site Supervisor, (8) hours. |
| Watch - 2: | 3:00 p.m. - 11:00 p.m. | 1 guard, (8) hours. |
| Watch - 3: | 11:00 p.m. - 7:00 a.m. | 1 guard, (8) hours. |

Saturdays, Sundays and State Holidays:

| | | |
|------------|------------------------|---------------------|
| Watch - 4: | 7:00 a.m. - 3:00 p.m. | 1 guard, (8) hours. |
| Watch - 5: | 3:00 p.m. - 11:00 p.m. | 1 guard, (8) hours. |
| Watch - 6: | 11:00 p.m. - 7:00 a.m. | 1 guard, (8) hours. |

Note: The hours and schedule listed will be used for evaluation purposes only. Award will be for the actual hours and schedule based on fund availability.

5.3 All Guard watches are paid lunch watches.

5.4 Individual guards must be assigned on a permanent basis to the same shift each day and may not be transferred to any other location or changed without the consent of the Regional Manager or Designee.

5.5 All guards shall report for duty at a time sufficient to affect proper turnover and begin their shift at the time specified and shall remain on duty until properly relieved. Nothing in this contract shall authorize the guard to leave their post.

5.6 Guards shall be in complete uniform for the season and remain so throughout their shift(s).

5.7 It shall be understood by both parties that personnel performing guard duties must be mentally and physically alert at all times. No guard shall be assigned to perform guard duty under this contract that has worked in excess of sixteen (16) hours in a twenty-four (24) hour working day, except in the case of an emergency and only with the prior approval of the Assistant Superintendent or his/her designee.

5.8 Guards who are not able to work their regularly scheduled shift must call in four (4) hours before the shift to the On-site Supervisor to Notify the On-site Supervisor of their inability to work the shift. Guard personnel who do not call in

or do not appear at the appropriate time to work their shift shall be dismissed from employment at the facility adjunct to this contract.

6. STATE HOLIDAYS

The building shall be serviced according to the weekend schedule for the following Holidays:

| | |
|------------------------|------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King Day | Veteran's Day |
| Presidents' Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |
| Labor Day | |

And all other additional days authorized by the Governor, including official general election holidays and Service Reduction Days.

7. SECURITY MANAGEMENT PLAN

The Contractor shall prepare a security plan for the facility to implement the written instructions provided to the Contractor by the Regional Manager or Designee as follows, which shall comply with established security procedures and practices and shall conform to all legal restrictions. This plan will address the total security needs of the facility including, but not limited to the following:

- 7.1 Recommended post assignments.
- 7.2 Recommended post instructions for all posts and all shifts.
- 7.3 Recommended courses of action to deter pilferage, theft, or vandalism.
- 7.4 Recommended procedures for emergency notifications.
- 7.5 This plan shall be submitted to the DGS Manager or Designee for review no later than (30) days prior to start of contract.

8. CONTRACTOR'S ORGANIZATION AND CHAIN OF COMMAND

- 8.1 Five (5) working days following the award of this contract, the Contractor shall submit an organizational chart to the Regional Manager or Designee. The chart shall clearly identify each position in the Contractor's organization, beginning with the highest local position in the chain of command and list in descending order the subordinate positions that will, or may manage or supervise the Contractor employees during the term of this contract.

- 8.2 For each position given a telephone number where the Regional Manager or Designee may reach that person during normal working hours and at least two (2) telephone numbers where the Contractor or his/her representative can be reached on a seven (7) day a week, twenty four (24) hour a day basis.
- 8.3 The organizational chart shall be maintained current at all times and during the full term of this contract, and should a change occur during this contract period, the Contractor shall notify the State in writing, specifying any changes.
- 8.4 The Contractor shall submit a list of Contractors management employees who may visit the facility, prior to the start of the contract. Subsequently, that list shall be revised within.
- 8.5 The Contractor must provide copies of the following to the Regional Manager or Designee at the time of the guard assignment and to the Procurement Officer when requested:
- 8.5.1 A copy of the guard license for the State of Maryland; COMAR TITLE 19, subtitle 4 of the Maryland Code Annotated Business Occupation & Profession Article.
- 8.5.2 Each guard provided under this contract shall be either: (1) certified as a security guard by the Secretary of the State Police; or (2) meet one of the exceptions to security guard certification under Maryland law.
- Two (2) exceptions:
- a. A licensed security guard Agency may provide an uncertified individual if the security guard agency has submitted the application, fingerprint cards and records fee for the individuals certifications and the Secretary of the State Police has not disapproved the application.
- b. If the security guard is currently certified by the Maryland Police and Correctional Training Commission as a police officer, the security guard s not required to also be certified as a security guard.
- 8.5.3 A copy of the Contractors Maryland License;
- 8.5.4 The type of background investigation conducted prior to hiring of guard(s), to include a listing of all records and areas of investigation;
- 8.5.5 Fingerprint reports from State and Federal Authorities;

8.5.6 Completed guard employment application and clearance authorization card;

8.6 Cleared through a background investigation conducted by the Maryland State Police. Signed Waivers, and/or releases necessary for the Contractor to legally provide this information are the Responsibility of the Contractor. The background investigation shall indicate any criminal violations and dispositions and written verifications of education and reference checks of past Employers.

NOTE: Failure to provide any of the above information or documentation may result in your bid being determined non-responsive.

9. ON SITE SUPERVISOR

- 9.1 The Contractor must provide the 7:00 a.m. - 3:00 p.m. shift with an unarmed uniformed On-site Supervisor with at least three (3) years previous security guard supervisor experience who will be responsible for the security plan and all guards assigned to the facility.
- 9.2 The On-site Supervisor and all Guards shall be American Red Cross CPR and/or First Aid certified or shall attain such certification within ninety (90) days of contract award.

SECTIONS 10 THROUGH 18 INCLUSIVE OF THE CONTRACT SHALL BE PROVIDED TO THE CONTRACTORS SECURITY STAFF.

10. STANDARDS AND QUALIFICATIONS OF GUARDS

The Contractor shall provide the number of uniformed guards requested by the Regional Manager or Designee.

The following minimum standards shall apply to all guards assigned to the J. Louis Boulblitz District Court Building. Guards must:

- 10.1 Be a high school graduate or equivalent and twenty-one (21) years of age.
- 10.2 Have the ability to speak, write and read English in a clear and concise manner.
- 10.3 Have no record of criminal convictions.
- 10.4 Be in good general health without physical defects.
- 10.5 Be able to stand or walk for an entire shift.
- 10.6 Be able to climb stairs or ladders.

- 10.7 Be able to lift or carry objects weighing up to fifty (50) pounds.
- 10.8 Be able to run.
- 10.9 Be capable of self defense.
- 10.10 Be able to maintain poise, self control and have the ability to meet and deal positively and courteously with the general public.
- 10.11 Each assigned guard shall complete training consistent with that outlined under Section 11, TRAINING, of this specification.

11. TRAINING

- 11.1 This section of the contract shall take effect twenty (20) business days prior to the actual placement of guards within the facility. During this twenty (20) day period, the Contractor is to train guards assigned to this contract. Guards shall not be assigned to these facilities who have not received the training called for in this section.
- 11.2 The Contractor shall certify and submit to the State written evidence that all of the guards to be assigned to this facility have been trained in the following subjects and have demonstrated a thorough understanding of the training received. **This training shall be accomplished with each Contract whether the Contractor is a new or renewed Contractor**

| | <u>Number of Hours</u> |
|--|------------------------|
| Duties, General Orders and Post Instructions | 2 |
| Preparation of Reports & Forms | 2 |
| Communication Procedures & Equipment | 1 |
| First Aid | 2 |
| Uniforms & Appearance | 1 |

- 11.3 Each guard assigned to this facility will be required to have (16) hours of on site training in addition to the (8) hours required by the Contractor.

12. GUARD DUTIES

- 12.1 Guard the premises against fire, theft, pilferage, malicious injury, damage and destruction in accordance with the facility's security plan.
- 12.2 Make hourly building rounds inside and outside including exterior doors verified shut/locked.
- 12.3 Maintain an after hours log permitting only authorized persons to enter after regular building hours.

- 12.4 Report in writing any unusual occurrences which happen during the course of their tour of duty.
- 12.5 Open building areas for janitorial personnel, check area after cleaning and re-secure area.
- 12.6 Inspect bags, packages, boxes and parcels after hours to prevent theft.
- 12.7 Control parking in permit and restricted parking areas.
- 12.8 Direct individuals to agencies in the building.
- 12.9 Raise and lower the United States and Maryland flags as specified in the flag code 36 USC 10 or as directed.
- 12.10 Observe activities of individuals in the building to insure that building rules and policies are observed by requesting compliance. Should an individual ignore the request for compliance, the guard is to immediately notify the DGS Regional Manager/Designee.
- 12.11 Participate in scheduled fire drills.
- 12.12 Participate in scheduled disaster control drills.
- 12.13 Patrol the parking areas, to prevent theft and vandalism to vehicles, and other unlawful activity.
- 12.14 Adhere to proper notification procedures in the event of any unusual situation.
- 12.15 Make hourly calls to the Department of General Services, Annapolis Security office between the hours of 6:00 p.m. and 6:00 a.m. as required.
- 12.16 Obtain information and complete a Department of General Services Incident Report on all Incidents which occur during their shift.
- 12.17 In case of emergencies call 911 and notify General Services Management Office.
- 12.18 Responsible for Contractor's signing in and out of building and notifying Department of General Services of Contractor on site.
- 12.19 Allow only authorized personnel access in such areas as mechanical rooms, electrical rooms, telephone room, shipping and receiving, etc.
- 12.20 Metal Detectors: Guards will be required to operate metal detectors as deemed necessary by the Regional Manager/Designee.

12.21 Monitor Surveillance Equipment.

13. GUARDS SHALL NOT

- 13.1 Make any detention of individuals without the express approval of the Multi-Service Center Manager or Designee.
- 13.2 Use force except to defend themselves or others when in immediate danger.
- 13.3 Make any verbal or written statement about the facility or any incident or circumstance without the express approval of the Regional Manager or Designee.
- 13.4 Engage in any unauthorized investigation or detective work.
- 13.5 Surrender building keys to any unauthorized individual without the express approval of the Regional Manager or Designee.
- 13.6 Remove keys, supplies or equipment from the facility.
- 13.7 Make personal telephone calls except in case of extreme emergency.
- 13.8 Eat or drink, while on duty, except during breaks or specified lunch times; such exceptions will be confined to the guard office.
- 13.9 Smoke or chew tobacco in any area of the building.
- 13.10 Use the equipment of any State agency.
- 13.11 Confiscate any money inadvertently left on desks or tables.
- 13.12 Guards are not permitted to bring their children, family members or pets to work with them, or to baby-sit during their shift.
- 13.13 Accept any mail/deliveries for agencies without prior approval from the Regional Manager or Designee.
- 13.14 Allow any unauthorized individuals inside the building after normal business hours for any reason. NOTE: Allowing unauthorized individuals inside the building after normal business hours shall result in immediate dismissal.

14. GUARD LOGS

- 14.1 All guards shall sign in and out in the guard's log which shall be furnished by the Regional or Designee. At the beginning of each shift, the guard shall prepare the log by filling in the required information in the spaces provided.

- 14.2 All entries in the guard's log shall be printed legibly. Any falsification of information written in the guard's log is grounds for denying payment to the contractor for all shifts containing false entries.

15. GUARD'S UNIFORMS

Uniforms shall be provided to security guards in advance of the beginning of the contract period and shall be tailored to fit prior to issue to security guards for wear.

- 15.1 All guards shall arrive early for duty completely uniformed to include:
- 15.2 Uniform hat with company patch or badge on.
- 15.3 Security company uniform shirt with company name and logo on shoulder
- 15.4 Uniform tie
- 15.4 Uniform trousers
- 15.5 Uniform shoes
- 15.6 Security Badge
- 15.7 Name tags

16. GUARD UNIFORM EXPENSE

Maryland Annotated Code, Labor and Employment Article, Section 3-503, provide that employers pay for the cost, maintenance and upkeep of uniforms and cannot pass these costs onto employees. This provision applies to uniforms bearing the logo, patch or any other special identifying features or is unique to the company.

17. GUARD EQUIPMENT

A Contractor provided cell phone and charger with adequate signal for inside the building shall be provided to the security office for guard use.

18. GUARD'S APPEARANCE

- 18.1 Hats must be worn at all times both indoors and outdoors.
- 18.2 Badges must be worn on the outer garment easily visible.
- 18.3 Name tags, similar to those used by the military or police departments, shall be worn and visible to the general public.

- 18.4 All guards shall have an acceptable hair cut, similar to police department standards.
- 18.5 Beards and mustaches will be permitted but they must be neatly trimmed to no more than 1".
- 18.6 Uniforms must fit properly and must be cleaned and pressed.
- 18.7 Shoes must be in good repair and be polished.
- 18.8 Uniforms shall be worn in a military manner.
- 18.9 All guards assigned shall wear identical uniforms.
- 18.10 Only stud-type earrings will be allowed to be worn by female guards. Large or dangle earrings are not allowed.

19. ARRESTS AND COMPLAINTS

Guards shall make no arrest or detention without the express consent or written instructions of the Regional Manager or Designee. Guards shall not sign a complaint on behalf of any State agency, and any request by local, State or Federal government authorities to sign a complaint, must be referred to the Regional Manager or Designee.

20. LINES OF RESPONSIBILITY

It has been determined that the best interests of the State cannot be served by having one company furnishing both janitorial and uniformed guard services at the same Multi-Service Center. In order to establish clear lines of responsibility, it is required that the aforementioned services be provided by separate contractors. Therefore, the State reserves the right to make a determination that a bidder under this uniformed guard service solicitation is not responsible in the event the bidder (or its affiliate or subsidiary) is or will be providing janitorial services at any of the facilities covered by this solicitation during the terms of the contract to be entered into as a result of this solicitation.

21. THE STATE AGREES

- 21.1 To provide written instructions specifying the days and hours of the week uniformed guard service is to be provided, tours of duty required, duties to be performed by each guard and location of guard posts; this information will be prepared by the Regional Manager or Designee and furnished to the successful bidder after the award of the contract. The Regional Manager or Designee may make changes in any of these instructions at any time, except where time and

circumstances dictate, forty-eight (48) hour notice of these changes will be furnished to the Contractor.

- 21.2 That all persons performing work under this contract shall, at all time be recognized as Contractor Guard Service employees under the control of the Contractor. However, the Contractor, his/her agents and employees shall, in the performance of services, comply with written or verbal instructions received from the Multi-Service Center Superintendent, DGS Regional Manager, DGS Maintenance Supervisor or designee
- 21.3 Shall not solicit the Contractor employees for hire. However, it cannot accept responsibility for the Equal Employment Opportunity Program of the Department of Personnel which provides equal Job consideration and certification to all job applicants.

22. STATE'S RIGHT TO REJECT OR REMOVE GUARDS

- 22.1 The Contractor agrees that upon request of the Regional Manager or Designee, they will immediately remove any of their employees who, in the opinion of the Regional Manager or Designee, are undesirable to perform guard service under this contract.
- 22.2 **Automatic rejection:** The Contractor is advised that it takes approximately seven (7) to (10) ten working days to clear an applicant for this position. Any applicant who has not been cleared through a background check before assignment here will be automatically rejected from service at this center, and the Contractor held 100% accountable for this employees behavior while on duty at this facility.

23. REPLACEMENT OF GUARDS

- 23.1 The Contractor must be able to furnish qualified replacements and/or extra guards within one (1) hour of notification of the need for replacement or extra guards.
- 23.2 Qualified replacements and/or extra guards shall be thoroughly familiar with the duties and responsibilities of guards at this center, or must be instructed by the On-site Supervisor to insure that the guard is thoroughly familiar with all duties and responsibilities of that assignment.
- 23.3 The On-site Supervisor must remain at the center to supervise the new guard's activities for no less than one (1) hour after the end of such training to insure the new guard is able to fully perform the full range of duties in a professional manner.

24. PENALTY FOR FAILURE TO PROVIDE GUARDS

If the Regional Manager or Designee finds it necessary to assign State personnel to provide security of any amount of time for which the Contractor is responsible under this contract, the State of Maryland reserves the right to refuse payment for the period of time that the Contractor failed to provide service, and to hold the Contractor liable for any wages paid to State personnel to perform security duties normally performed by the Contractor.

25. SELECTION OF GUARD PERSONNEL

The Regional Manager or Designee must interview each individual guard performing a service at this center prior to their assignment. The above authority may refuse assignment to any individual who in his/her opinion does not meet the standards of the Department of General Services, or the experience or qualification desired by the State. The individual being interviewed by the DGS authority shall be accompanied by a representative of the Contractor who shall have prepared in advance of the interview:

- 25.1 A signed "authorization to access of records" forms (Attachment #1).
- 25.2 The person's completed application.
- 25.3 A copy of certification of the education requirements.
- 25.4 Reference check of past employers.
- 25.5 The applicant must pass the background check and meet the standards of the Department of General Services.

26. STATE'S RIGHTS

Nothing in these conditions shall be deemed to limit the State's right or remedies in the event the State's actual damage exceeds the amount withheld from billing. The State's failure, at any time, to require performance of the provisions shall in no way affect the State's rights to enforce it for subsequent occurrences.

27. PAYMENT TO THE CONTRACTOR

- 27.1 The Contractor shall submit an invoice for payment at the end of the calendar month he/she has provided the service called for by this specification. The invoice shall be in triplicate with the Contractor's Federal Identification or Social Security Number printed or typewritten on the face.
- 27.2 Each invoice submitted shall clearly identify the month for which payment is due under this invoice period in a conspicuous place on the face of the invoice and the payment called for shall not exceed (1/36) of the total sum of the bid.

27.3 The Regional Manager and/or Accounts Payable shall not be responsible for any invoice submitted prior to the last day each month as called for in 31.1 above, or after the 15th of the following month for which the service was rendered.

27.4 To avoid mailing problems please address all invoices to the following:

Department of General Services
Accounts Payable,
301 W. Preston Street,
Room 1309
Baltimore, Maryland 21201

27.5 Upon the occurrence of any of the acts or omissions listed below, or elsewhere in the specifications, there shall be an adjustment of the contract guard service charges to fairly reflect the reduced value of its services.

27.5.1 Failure to properly train guards in advance of assignment to duties.

27.5.2 Failure to maintain complete records, reports and logs of events occurring on each assigned post for each tour of duty;

27.5.3 Falsification of any entries in the guard log by the Contractor's personnel;

27.5.4 Improper or incomplete dress of guard;

27.5.5 Failure of conducting a proper background investigation of all guards assigned to the center, including educational requirement.

27.5.6 The State having to utilize state personnel to provide security when the Contractor fails to do so under the provisions of this contract;

27.5.7 The Contractor fails to adequately train extra or replacement guards as specified by the specifications.

27.5.8 Guard asleep on post.

Note: Payment will be made based on actual hours worked at the contractual hourly billing rate.

28. CONTRACTOR'S INSURANCE

28.1 The Contractor must furnish and keep in effect during the term of this contract the following:

- a. General liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, including but not limited to Personal Injury liability coverage. This insurance must cover the risks of false arrest, false imprisonment, malicious prosecution, defamation of character, libel, slander or other torturous conduct caused by any acts of the Contractor's employees.
 - b. Such Workmen's Compensation Insurance as is required by the Laws of the State of Maryland.
- 28.2 Unless the Procurement Officer otherwise agrees and before the Contractor begins work, the Contractor must submit any required certificates of insurance to the Procurement Officer for review and approval. These certificates shall be held by the Procurement Officer for the duration of the contract. The State shall have the absolute right to terminate the contract if any insurance policy is canceled at any time for any reason and a new policy is not obtained by the Contractor and approved by the Procurement Officer. Unless the Procurement Officer otherwise agrees, the new policy must be effective as of the previous policy's date of cancellation.

29. HOURLY RATES

- 29.1 The hourly rates submitted as the base price to the Bid shall be for non-overtime work regardless of the day of the week, or the hour of the day the work is performed.
- 29.2 The State shall not be responsible to pay overtime rates made necessary due to the Contractor's failure to provide guards at non-overtime rates. Overtime which is the responsibility of the State must be approved by the Regional Manager or Designee in advance. These rates will be used in computing additions to, or deductions from the monthly payment to the Contractor for changes to the specified duties and services, for extra work required by the State or for penalties imposed on the Contractor as indicated elsewhere in the specifications.
- 29.3 Each hourly rate shall include direct wages, all indirect expenses, materials, and supplies normally used, use of any equipment and the Contractor's overhead and profit.
- 29.4 It shall be the Contractor's responsibility to pay any shift differential for a substitute guard if a situation develops where a higher paid guard stands a watch for a lower paid guard.

30. QUALIFICATIONS DETERMINING RESPONSIBLE BIDDERS

- 30.1 All bidders must provide a copy of the guard license for the State of Maryland; COMAR TITLE 19, Subtitle 4 of the Maryland Code Annotated Business Occupation & Profession Article.
- 30.2 Prior to submitting a bid for the work described by this solicitation, the bidder shall have at least three (3) years of successful experience immediately prior to bidding this contract, providing services of comparable type, scope, complexity and magnitude of services described in the solicitation. Specifically; the bidder must have experience in providing twenty-four hour/seven day per week/three hundred sixty-five day a year (24/7/365) services. The experience of company officials gained prior to the formation of the company, corporation or other business entity may be considered in the evaluation of the bidders qualifications.
- 30.3 The bidder is required to attach references online with the bid response. At least three (3) and no more than five (5) references of companies or organizations for which the bidder provided comparable scope, type, size, magnitude and complexity to those specified in these specifications. References must be for services provided within the past three (3) consecutive years. Each reference must include the following:
 - a. Name, Address, phone number and contact person.
 - b. Name and location of reference.
 - c. Term of contract.
 - d. Size and type of facility.
 - e. Type and complexity of services provided.
 - f. Amount of security personnel.
 - g. Coverage provided and number of shifts (24/7/365).
 - h. Letters of testament are optional.

NOTE: **Failure to provide any of the above information or documentation may result in your bid being determined non-responsive.**

31. TO BE SUBMITTED WITH THE BID

The following documents are required to be submitted online with the bid response, for the bid opening currently scheduled for February xxxxxxxx @ 2:00 p.m.:

- a. References** (see Section 30);
- b. *Required completed Bid Proposal Affidavit (*online attachment*);
- c. A bid confirmation and a breakdown of your bid, to include: hourly billing rate, expenses, materials and supplies, taxes overhead, profit, etc...
- d. Completed Living Wage Affidavit (*online attachment*)
- e. Completed Small Business Reserve Affidavit.
- f. A copy of Guard licenses

NOTE: If the Bidder/Offerer fails to submit the Bid-Proposal Affidavit with the bid or prior to the bid opening, the Procurement Officer may deem the bid non-responsive or shall determine that the bidder/Offerer is not reasonably susceptible of being selected for award.

32. BID/PROPOSAL AFFIDAVIT

The bid/proposal affidavit may be submitted with the bid electronically or mailed or hand carried to the attention to the Procurement Officer (Tolu Olojo, 301 W. Preston St., Rm. M-4, Baltimore, MD 21201), prior to the bid opening. Failure to submit the bid/proposal affidavit with your bid or prior to the bid opening may deem your bid non-responsive.

33. SMALL BUSINESS RESERVE

This is a Small Business Reserve (SBR) Procurement for which award will be limited to Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§ 14-501 - 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract. **Small Business Reserve vendors that are also Minority Business Enterprises vendors are encouraged to respond to this solicitation as the prime contractor.**

34. LIVING WAGE REQUIREMENTS

A solicitation for services under a State contract valued at \$100,000.00 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's wage requirement is contained in this solicitation (see Attachment entitled "Living Wage Requirements for Service Contracts"). If the Bidder fails to submit and complete the required documentation under State law, the State may determine a Bidder to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$13.19 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total value are performed in the Tier 2 Area, a Bidder shall pay each covered employee at **least \$9.91** per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, Baltimore County and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation (#001IT819419) has been deemed to be a Tier 2 contract.

See the LIVING WAGE attachments to this solicitation

Read all attachments thoroughly and retain for future reference

Small Business Reserve vendors that are also Minority Business Enterprises vendors are encouraged to respond to this solicitation as the prime contractor.

35. BASE BID

The Base Bid shall be the total three (3) year price for providing unarmed uniformed guards and unarmed uniformed supervisor services at non-overtime rates as detailed in these specifications and calculated as follows:

| | | | |
|------------|----------------------|-----------------|----------|
| Line 001 - | \$ _____ X | 20,040 = | \$ _____ |
| | Hourly Billing Rate | Estimated Hours | Base Bid |
| | For Full-time Guards | three (3) years | |
| Line 002 - | \$ _____ X | 6,264 = | \$ _____ |
| | Hourly Billing Rate | Estimated Hours | Base Bid |
| | For Guard Supervisor | three (3) years | |

If the bidder fails to bid on all lines in eMarylandMarketplace, the Procurement Officer shall deem the bid non-responsive. The estimated hours listed are for evaluation purposes only and may be revised based on fund availability.

36. BASIS OF AWARD

The contract will be awarded to the responsible and responsive bidder that submits the lowest Base Bid. The State reserves the right to make adjustments to the estimated hours and schedule, prior to award based on fund availability.